IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN

AT JAIPUR BENCH, JAIPUR.

J U D G M E N T

1) D.B. CIVIL SPECIAL APPEAL (WRIT) NO.**144/2002.**
Suresh Chand Sharma and ors. Vs. State and anr.

2) D.B. CIVIL SPECIAL APPEAL (WRIT) NO.**455/2003.**
Rakesh Kumar Vs. State and anr.

3) D.B. CIVIL SPECIAL APPEAL (WRIT) NO.**85/2002.**
Aasmohammad and ors. Vs. State and anr.

4) D.B. CIVIL SPECIAL APPEAL (WRIT) NO.**79/2002.**
Ghanshyam and ors. Vs. State and anr.

Date of Order : **March 23, 2006.**

P R E S E N T

HON'BLE MRS.JUSTICE GYAN SUDHA MISRA
HON'BLE MR.JUSTICE CHATRA RAM JAT

Mr. R.K. Mathur and
Mr. Ashok Gaur for the appellants.
Mr. S.N. Gupta, Dy.G.A. for the State.

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BY THE COURT:

Reportable

In all these four appeals, the appellants have assailed the order of the learned Single Judge who had been pleased to dismiss the writ petitions filed by the

petitioners/appellants herein who had been appointed as Class-IV employees on the basis of an express order of appointment stating that they were appointed for a period of one year and after expiry of the period of one year, their services were terminated. Having felt aggrieved of the order of termination they filed writ petitions before the learned Single Judge challenging the same but the learned Single Judge for the reasons stated in the impugned judgment & order, was pleased to reject all the four writ petitions against which these appeals have been preferred.

2) Assailing the impugned-judgment & order of the learned Single Judge, it was vehemently and with excessive zeal argued by the counsel representing the petitioners-appellants that even though the appointments of the petitioners-appellants were on the basis of an order which was to remain effective for a

period of one year only they have a right to continue on the post till regularly selected candidates are available. Elaborating this argument, it was endeavoured to impress upon this Court that the appointments were made after regular process and procedure, in the sense that the posts were regularly advertised to which the appellants had applied after which they also appeared for interview and then they were granted order of appointment for a period of one year only which itself was illegal on the part of the employer-State.

3) We do not feel impressed with this argument in any manner for the obvious reason that the advertisement itself expressly noted as indicated in Annexure-1 annexed to the writ petition before the learned Single Judge and was placed before this Court along with the appeals that the applications had been invited for filling up the posts on contractual basis

and, thereafter, in pursuance to that advertisement, the applications were processed and the interview was conducted by the respondent-State and it was expressly laid down in the order of appointment itself that was offered for a period of one year only. This has given a cause to the appellants to assail the order of appointment for the reason which has been discussed hereinabove as also for an additional reason that the method of appointment which was adopted by the respondent-State was against the settled norms which are generally not adopted by the State.

4) In the backdrop of the facts and circumstances of the case, we have to take note of the fact that the petitioners have not challenged the advertisement by which the appointments were to be made on contractual basis; if that would have been done so, the complexion of the whole case would have changed

and the respondent-State could have been questioned on the mode and manner of appointment. But, once the offer of appointment on contractual basis was accepted by the appellants and they also accepted the order of appointment for a period of one year only which was on contract basis, it would be difficult to hold that thereafter they had a right to continue on the post till the regularly selected candidates are available. The petitioners-appellants who had lost the right to continue on the post after period of one year, cannot be allowed to assail the order on the premise and condition to the effect that a writ should have been issued to the State to allow them to continue on the post till regularly selected candidates are available. Hence, the prayer of the appellants that they should have been allowed to continue on the post till regularly selected candidates are available, cannot be allowed as the

advertisement itself expressly disclosed that the appointments were to be made on contractual basis. It is not a case where the advertisement indicated that appointments were to be made for temporary and ad-hoc nature which could offer a legal plank to the petitioners to argue that they had a right to continue on the post till regularly selected candidates were available since they were appointed on fixed term basis which they accepted. The case of the petitioners thus rests on the basis of a contractual relationship which they had entered into with the employer and that being the position the appellants, in our view, do not have a right to continue after expiry of the period of one year in absence of any order of extension for continuing on it further and we have further noticed that the appellants had also signed on the contract which is annexed to the writ petition. We have to also bear in mind that we are not entertaining a public interest

litigation, so as to apply our mind to the question as to whether the action of the State to grant appointment on contractual basis is a correct method applied by them or not as, that might be a subject-matter of consideration as a distinct and separate issue and therefore, we cannot grant any relief to the petitioners-appellants on the ground that the appointments on contractual basis itself were bad or illegal as the advertisement is not under challenge before us.

For all these reasons, the appeals stand dismissed at the admission stage itself.

(CHATRA RAM JAT), J. **(GYAN SUDHA MISRA), J.**

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